

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM325750

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Box, Inc.		11/30/2014	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Credit Suisse AG, Cayman Islands Branch, as Collateral Agent		
Street Address:	11 Madison Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10010		
Entity Type:	Bank: SWITZERLAND		
PROPERTY NUMBERS Total: 23			
Property Type	Number	Word Mark	
Registration Number:	4006458	OPENBOX	
Registration Number:	3604221	OPENBOX	
Registration Number:	4210227	BOXWORKS	
Registration Number:	4160656	BOX SYNC	
Registration Number:	4344286	/BIN BOX INNOVATION NETWORK	
Registration Number:	4344287	/BIN	
Registration Number:	4541870	SIMPLE, SECURE SHARING FROM ANYWHERE	
Registration Number:	4542160	\$REV	
Registration Number:	3348382	BOXCLOUD	
Registration Number:	3612423	BOX	
Registration Number:	4102899	BOX	
Registration Number:	2650384	FETCHBOX	
Registration Number:	3921591	BOX	
Registration Number:	4289100	B	
Registration Number:	3618747	BOX.NET	
Registration Number:	4542159	BOX \$REV	
Registration Number:	3722965	BOX	
Registration Number:	3429191	BOX	
Registration Number:	4270698	BOX	
Registration Number:	4344279	BOXWORKS	
TRADEMARK			

OP \$590.00 4006458

Property Type	Number	Word Mark
Registration Number:	4572542	BOXWORLDTOUR
Registration Number:	4289045	CROCODOC
Registration Number:	4289044	CROCODOC

CORRESPONDENCE DATA

Fax Number: 8004947512

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 202-370-4750

Email: ipteam@nationalcorp.com

Correspondent Name: Dwayne C. Houston

Address Line 1: 1025 Vermont Avenue NW, Suite 1130

Address Line 2: National Corporate Research, Ltd.

Address Line 4: Washington, D.C. 20005

ATTORNEY DOCKET NUMBER:	F153034
NAME OF SUBMITTER:	Sonya Jackman
SIGNATURE:	/Sonya Jackman/
DATE SIGNED:	12/10/2014

Total Attachments: 9

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TRADEMARK SECURITY AGREEMENT

(Trademarks, Trademark Registrations, Trademark Applications and Trademark Licenses)

1. WHEREAS, Box, Inc., a Delaware corporation (herein referred to as the **"Grantor"**) owns, or in the case of licenses is a party to, the Trademark Collateral (as defined below);
2. WHEREAS, Grantor, the Lenders party thereto, and Credit Suisse AG, Cayman Islands Branch as Administrative Agent and Collateral Agent, are parties to a Credit Agreement dated as of August 27, 2013 (as amended from time to time, the **"Credit Agreement"**);
3. WHEREAS, pursuant to (i) a Guarantee and Collateral Agreement dated as of August 27, 2013 (as amended and/or supplemented from time to time, the **"Guarantee and Collateral Agreement"**) among the Grantor, the Guarantors party thereto and Credit Suisse AG, as Collateral Agent for the Secured Parties referred to therein (in such capacity, together with its successors in such capacity, the **"Grantee"**), and (ii) certain other Security Documents (including this Trademark Security Agreement), the Grantor has secured certain of its obligations (the **"Secured Obligations"**) by granting to the Grantee for the benefit of such Secured Parties a continuing security interest in personal property of the Grantor, including all right, title and interest of the Grantor in, to and under the Trademark Collateral (as defined below); and
4. WHEREAS, terms defined in the Guarantee and Collateral Agreement (or whose definitions are incorporated by reference in Section 1 of the Guarantee and Collateral Agreement) and not otherwise defined herein shall have, the respective meanings provided for therein;
5. NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor grants to the Grantee, to secure the Secured Obligations, a continuing security interest in all of the Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the **"Trademark Collateral"**), whether now owned or existing or hereafter acquired or arising:

each Trademark (as defined in the Guarantee and Collateral Agreement) owned by the Grantor, including, without limitation, each Trademark registration and application referred to in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each Trademark;

each Trademark License (as defined in the Guarantee and Collateral Agreement) to which the Grantor is a party, including, without limitation, each Trademark License identified in Schedule 1 hereto, and all of the goodwill of the

business connected with the use of, or symbolized by, each Trademark licensed pursuant thereto; and

all proceeds of and revenues from the foregoing, including, without limitation, all proceeds of and revenues from any claim by the Grantor against third parties for past, present or future unfair competition with, or violation of intellectual property rights in connection with or injury to, or infringement or dilution of, any Trademark owned by the Grantor (including, without limitation, any Trademark identified in Schedule 1 hereto), and all rights and benefits of the Grantor under any Trademark License (including, without limitation, any Trademark License identified in Schedule 1 hereto), or for injury to the goodwill associated with any of the foregoing.

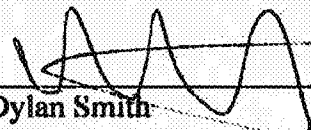
6. The Grantor irrevocably constitutes and appoints the Grantee and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full power and authority in the name of the Grantor or in the Grantee's name, from time to time, in the Grantee's discretion, so long as any Event of Default shall have occurred and be continuing, to take with respect to the Trademark Collateral any and all appropriate action which the Grantor might take with respect to the Trademark Collateral and to execute any and all documents and instruments which may be necessary or desirable to carry out the terms of this Trademark Security Agreement and to accomplish the purposes hereof.

7. Except to the extent expressly permitted in the Guarantee and Collateral Agreement or the Credit Agreement, the Grantor agrees not to sell, license, exchange, assign or otherwise transfer or dispose of, or grant any rights with respect to, or mortgage or otherwise encumber, any of the Trademark Collateral.

8. The foregoing security interest is granted in conjunction with the security interests granted by the Grantor to the Grantee pursuant to the Guarantee and Collateral Agreement. The Grantor acknowledges and affirms that the rights and remedies of the Grantee with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Guarantee and Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any of the provisions of the Trademark Security Agreement are deemed to conflict with any of the provisions of the Guarantee and Collateral Agreement, the provisions of the Guarantee and Collateral Agreement shall govern.

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the 30th day of November, 2014.

BOX, INC.


By: 
Dylan Smith
CFO

By: 
Jennifer Ceran
VP Finance & Treasurer

Acknowledged:

CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH
As Collateral Agent










By: 
Name **BILLO'DALY**
Title **AUTHORIZED SIGNATORY**

By: 
Name **Sean MacGregor**
Title **Authorized Signatory**







[Signature page to Trademark Security Agreement]

TRADEMARK
REEL: 005417 FRAME: 0268

Schedule 1
to Trademark Security Agreement

CountryName	AppNumber	FileDate	RegNumber	RegDate	TrademarkName
Argentina	3236988	04/08/2013	2653369	06/02/2014	BOX WITHOUT WALLS
Argentina	3236987	04/08/2013	2653368	06/02/2014	BOX WITHOUT WALLS
Argentina	3236989	04/08/2013	2653370	06/02/2014	BOX WITHOUT WALLS
Argentina	3236990	04/08/2013	2653371	06/02/2014	BOX WITHOUT WALLS
Argentina	3236991	04/08/2013	2653372	06/02/2014	BOX WITHOUT WALLS
Argentina	3236992	04/08/2013	2653373	06/02/2014	BOX WITHOUT WALLS
Australia	1486631	04/19/2012	1486631	01/09/2013	BOX & Cloud Design 
Australia	1487765	04/26/2012	1487765	04/26/2012	BOX (Stylized) & Design 
Australia	A0042907	05/28/2014	1216570	05/28/2014	BOX VIEW
Canada	1389136	03/28/2008	TMA776733	09/10/2010	BOX
Canada	1515822	02/17/2011	TMA833540	10/03/2012	BOX & Square Design 
Canada	1515821	02/17/2011	TMA833490	10/03/2012	BOX (Stylized) 
China (People's Republic)	12001302	01/06/2013	12001302		BOXWORKS
China (People's Republic)	10787911	04/18/2012	10787911		BOX (Stylized) & Cloud Design 
China (People's Republic)	12001300	01/06/2013	12001300		BOX ONECLOUD & Design 
China (People's Republic)	12001299	01/06/2013	12001299		BOX ONECLOUD & Design 
China (People's Republic)	12001298	01/06/2013	12001298		BOX ONECLOUD & Design 
China (People's Republic)	12001296	01/06/2013	12001296		BOX ONECLOUD & Design 
China	10874923	05/07/2012	10874923		BOX (Stylized) & Design





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(People's Republic)					
China (People's Republic)	10874922	05/07/2012	10874922		BOX (Stylized) & Design 
China (People's Republic)	12001297	01/06/2013	12001297		BOX ONECLOUD & Design 
China (People's Republic)	6764563	06/04/2008	6764563	09/28/2010	OPENBOX
China (People's Republic)	12001304	01/06/2013	12001304		BOXWORKS
China (People's Republic)	12001301	01/06/2013	12001301		BOXWORKS
China (People's Republic)	12001305	01/06/2013	12001305		BOXWORKS
China (People's Republic)	12001303	01/06/2013	12001303		BOXWORKS
China (People's Republic)	10787910	04/18/2012	10787910		BOX (Stylized) & Cloud Design 
China (People's Republic)	A0042907	05/28/2014	1216570	05/28/2014	BOX VIEW
Germany	302012045779.7	03/31/2008	302012045779	10/30/2012	BOX
Germany	A0042907	05/28/2014	1216570	05/28/2014	BOX VIEW
European Community	010821148	04/19/2012	010821148	09/18/2012	BOX & Cloud Design 
European Community	011630944	03/06/2013	011630944	07/30/2013	BOX ONECLOUD & Design 
European Community	006792337	03/31/2008	006792337	06/05/2012	BOX
European Community	006793269	03/31/2008	006793269	09/06/2013	OPENBOX
European Community	010839959	04/26/2012	010839959	08/14/2013	BOX (Stylized) & Design

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European Community	011748357	04/18/2013	011748357	09/11/2013	BOX WITHOUT WALLS (Stylized)
European Community	011376167	11/27/2012	011376167	05/09/2014	BOXWORKS
European Community	011748341	04/18/2013	011748341	09/16/2013	BOX WITHOUT WALLS
European Community	A0042907	05/28/2014	1216570	05/28/2014	BOX VIEW
France	123971059	03/31/2008	123971059	04/19/2013	BOX
United Kingdom	2632431	03/31/2008	2632431	04/19/2013	BOX
Italy	RM2013C001070	03/31/2008	1562707	10/02/2013	BOX
Japan	2013-28711	04/17/2013	5640391	12/27/2013	BOX WITHOUT WALLS
Japan	2012-98536	12/05/2012	5613144	09/06/2013	BOX ONECLOUD & Design 
Japan	2012-98535	12/05/2012	5638665	12/20/2013	BOXWORKS
Japan	2008-43148	06/04/2008	5179215	11/07/2008	OPENBOX
Japan	2012-31242	04/19/2012	5573645	04/12/2013	BOX & Cloud Design 
Japan	2011-36286	05/27/2011	2011-36286	05/02/2013	BOX & Square Design 
Japan	2012-3939	01/24/2012	5638373	12/20/2013	BOX
Japan	2011-36285	05/27/2011	5579574	05/02/2013	BOX (Stylized) 
Japan	2011-35754	05/07/2012	5582121	05/17/2013	BOX (Stylized) & Design 
Japan	2012-3937	01/24/2012	5638371	12/20/2013	BOX (Stylized) 
Japan	2011-36287	05/27/2011	5579576	05/02/2013	BOX
Japan	2012-3938	05/27/2011	5638372	12/20/2013	BOX & Square Design



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Japan	A0042907	05/28/2014	1216570	05/28/2014	BOX VIEW
Korea, Republic of	45-2012-0006059	11/21/2012	45-0047950	01/27/2014	BOXWORKS
Korea, Republic of	45-2013-0001725	03/28/2013		05/21/2014	BOX WITHOUT WALLS
Korea, Republic of	A0042907	05/28/2014	1216570	05/28/2014	BOX VIEW
Mexico	1363805	04/10/2013	1424775	04/10/2013	BOX WITHOUT WALLS
Mexico	1363806	04/10/2013	1387396	07/31/2013	BOX WITHOUT WALLS
Mexico	1363808	04/10/2013	1445219	03/31/2014	BOX WITHOUT WALLS
Mexico	1363804	04/10/2013	1394274	08/30/2013	BOX WITHOUT WALLS
Mexico	1363809	04/10/2013	1432016	02/06/2014	BOX WITHOUT WALLS
Mexico	1363807	04/10/2013	1415579	11/28/2013	BOX WITHOUT WALLS
Mexico	1328728	11/23/2012	1355699	03/19/2013	BOXWORKS
Mexico	1328729	11/28/2012	1460551	06/05/2014	BOXWORKS
Mexico	1328730	11/23/2012	1358144	03/26/2013	BOXWORKS
Mexico	1328731	11/23/2012	1425068	01/08/2014	BOXWORKS
Mexico	1328732	11/23/2012	1460552	06/05/2014	BOXWORKS
Mexico	A0042907	05/28/2014	1216570	05/28/2014	BOX VIEW
New Zealand	838507	03/11/2011	838507	09/12/2011	BOX & Square Design 
New Zealand	974810	03/03/2013	974810	08/01/2014	BOX WITHOUT WALLS
New Zealand	A0042907	05/28/2014	1216570	05/28/2014	BOX VIEW
Russia	2013711194	04/04/2013	522652	09/18/2014	BOXWITHOUT WALLS
Russia	2012741760	11/30/2012	521331	08/28/2014	BOX ONECLOUD & Design 
Russia	2012741763	11/30/2012	520500	08/14/2014	BOXWORKS
Russia	A0042907	05/28/2014	1216570	05/28/2014	BOX VIEW
Singapore	T1102042H	02/18/2011	T1102042H	11/23/2012	BOX & Square Design 
Singapore	T1217397Z	11/16/2012	T1217397Z	11/16/2012	BOXWORKS
Singapore	T1102041Z	02/18/2011	T1102041Z	11/23/2012	BOX (Stylized) 
Singapore	T1102040A	02/18/2011	T1102040A	11/23/2012	BOX
Singapore	T1217696J	11/22/2012	T1217696J	05/07/2013	BOX ONECLOUD & Design (series mark)

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Singapore	T1305366H	04/04/2013	T1305366H	09/26/2014	BOX WITHOUT WALLS
Singapore	T1217433Z	11/29/2012	T1217433Z	07/31/2014	BOX
Singapore	A0042907	05/28/2014	I216570	05/28/2014	BOX VIEW
United States of America	77344030	12/04/2007	4006458	08/02/2011	OPENBOX
United States of America	77976361	12/04/2007	3604221	04/07/2009	OPENBOX
United States of America	85977267	09/22/2011	4210227	09/18/2012	BOXWORKS
United States of America	85450245	10/18/2011	4160656	06/19/2012	BOX SYNC
United States of America	85978889	11/07/2011	4344286	05/28/2013	/BIN BOX INNOVATION NETWORK & Design (b/w) 
United States of America	85978913	11/07/2011	4344287	05/28/2013	BIN
United States of America	85894231	04/03/2013	4541870	06/03/2014	SIMPLE, SECURE SHARING FROM ANYWHERE
United States of America	85948128	05/31/2013	4542160	06/03/2014	\$REV
United States of America	78884980	05/16/2006	3348382	12/04/2007	BOXCLOUD
United States of America	77976378	12/04/2007	3612423	04/28/2009	BOX
United States of America	85022983	04/26/2010	4102899	02/21/2012	BOX (Stylized) 
United States of America	76188913	01/03/2001	2650384	11/12/2002	FETCHBOX
United States of America	77734569	05/12/2009	3921591	02/22/2011	BOX (Stylized) & Quote Design 
United States of America	85672302	07/09/2012	4289100	02/12/2013	B (Stylized) & Design 
United States of America	77550858	08/19/2008	3618747	05/12/2009	BOX.NET
United States of America	85947412	05/31/2013	4542159	06/03/2014	BOX \$REV
United States of America	77343975	12/04/2007	3722965	12/08/2009	BOX

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United States of America	77015157	10/05/2006	3429191	05/20/2008	BOX
United States of America	85450679	10/19/2011	4270698	01/08/2013	BOX & Cloud Design 
United States of America	85978767	09/22/2011	4344279	05/28/2013	BOXWORKS
United States of America	861954374	02/17/2014	4572542	07/22/2014	BOXWORLDTOUR
United States of America	85666346	07/01/2012	4289045	02/12/2013	CROCODOC & Design 
United States of America	85666341	07/01/2012	4289044	02/12/2013	CROCODOC